

RUST CONSTRUCTORS, INC.**SUBCONTRACT # 37602-SUB-003, Modification No. 3****Client/Prime Contract/Task Order****AECOM Numbers:**

Client: U.S. Army Corp of Engineers Omaha District
 Prime contract #: W9128F20D0008/Task Order #:
 W9128F20F0155
 Prime contract (task order) pricing: Cost Plus

Project #: 37602
 Vendor #:
 FCAP Reference #:

Subcontractor:**Issued By:**

Hendrickson Transportation, LLC
 Address: 2762 310th Street
 City, State, ZIP: Hamburg, IA 51640-5069
 Attn: Darin Hendrickson, President
 Phone: 712-382-1505
 E-Mail: darinh@hendricksonent.com

Rust Constructors, Inc.
 7601 Technology Way, Ste 100
 Denver, CO 80237
 Attn: Lisa Venhuizen
 Phone: 303-843-2568
 E-Mail: lisa.venhuizen@aecom

Period of Performance:**Price****Payment Terms:**

From: June 19, 2020
 To: April 30, 2021;

Not to Exceed **\$31,869,091.36**

Article 6

Refer to page 2 for description of this Modification No. 2.**TABLE OF CONTENTS**

This agreement ("Subcontract" or "Agreement") between the parties, when referenced herein shall be deemed to include the documents referenced in the Table of Contents below:

Signature Form (this page)

Subcontract Agreement
 Appendix A – Special Provisions
 Appendix B – Supplemental Prime Contract Terms and Conditions
 Appendix C – Statement/Scope of Work
 Appendix D – Pricing/Fee Schedule of Values
 Appendix E – Waivers and Releases
 Appendix F – AECOM Subconsultant Anti-Bribery Corruption Compliance
 Appendix G - Project Controls Requirements
 Appendix H – Pay Application
 Appendix I – Davis Bacon Wage Determination

This subcontract/order is certified for national defense use and you are required to follow all provisions of the Defense Priorities and Allocation System (15 CFR 700). This subcontract is rated as Not Rates.

The effective date of this Subcontract is the date of the last signature below.

By signing this agreement, Supplier hereby certifies that the small business size category(ies) indicated on the provided

☐ P2[DCS]-003-FM7, 8 or 9 ☒ SAM.gov Reps & Certs dated Nov. 13, 2019 ☐ P2[DCS]-003-FM6 dated June 04, 2020 are current, accurate, and complete as of the time of this award.

By signing this agreement (in cases where the subcontract value is greater than \$35,000 and is not considered a commercial item), the subcontractor certifies that neither the subcontractor nor its principals is/are debarred, suspended, or proposed for debarment by the Federal Government as of the date of the subcontractor's execution of this Agreement.

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Subcontract and agree to be bound accordingly.

HENDRICKSON TRANSPORTATION, LLC.**RUST CONSTRUCTORS, INC.**

Darin HENDRICKSON 1/15/20

Signature Date

Darin Hendrickson

Printed Name

President

Printed Title

Signature Date

JJ Johnson

Printed Name

Project Manager

Printed Title

Subcontract 37602-SUB-003

Modification No. 3

January 14, 2021

This Modification No. 3 to Subcontract 37602-SUB-003 effective January 14, 2021 is issued to amend the scope as follows:

Incorporate additional funding to address the extension of the borrow are development and clay harvest, levee widening, berm and core placement, and additional onsite borrow reclamation efforts necessary to complete construction: \$17,139,482.24

Update the following Exhibits:

Appendix C – Statement/Scope of Work

Attachments:

Appendix C – Scope of Work Rev 1

All other terms and conditions of the original subcontract through Modification No. 2 remain unchanged.

Contract with previous amendments: \$14,721,997.62

This Modification 3: \$17,147,093.74

New NTE Total: \$31,869,091.36

Appendix C – Statement/Scope of Work **R1**

Earthwork

The subcontractor shall provide sufficient resources, including labor, equipment, supplies, and incidentals to perform earthwork operations, **riprap placement, and culvert pipe installation (reference DM004)** on the RDI2 MATOC L-536 Levee Repair Project as instructed by Rust Constructors, Inc. Rust Constructors will provide project oversight, planning and scheduling, daily work assignments, and USACE required cost and quantity tracking and reporting (with Subcontractor support). Subcontractor shall provide experienced personnel (including foreman), and needed materials, supplies, equipment, controls and instruments to perform Base and Optional Scope of Work (SOW), as defined herein, in accordance with the Scope of Work Document. All work shall be performed in accordance with applicable federal, state, and local requirements.

The scope of work is broken into a Base Scope, Optional Scope, **and USACE Design Modifications (DM's)**. The Base Scope of Work consists of levee repairs along the Rock Creek tie back levee (Station RC 250+00L to RC 492+00L) and the main stem levee between the tie back (Station 503+44.9) to critical section loss C (approximate Station 575+00). The Optional Scope of Work, which may be added to the contract pending real estate acquisition, includes construction of a setback levee between critical section loss C and the Mill Creek tie back levee.

Major Features scope includes:

- Levee Breach Repair
- Major Erosion of Levee Section (Critical Section Loss)
- Levee Crest Reconstruction
- Levee Slopes and Seepage Berm Erosion Repairs
- **Levee Widening, Culvert Extension, and Seepage Berm Construction**
- Riverside Scour Repair
- Levee Ramp Repairs
- Setback Levee (Option Only)
- Toe Drain Construction (Option Only)
- Borrow Availability, Investigations and Development
- Haul Roads
- Debris and Sediment Removal
- **Riprap Placement**
- Clearing (Option Only)

Culvert Pipe Extension Work includes:

- **Dewatering**
- **Subgrade Preparation**
- **Formwork**
- **Reinforcing Steel**
- **Concrete Work (cure, strip, flowable fill placement, etc.)**
- **Trench Zone Backfill**

Special Provisions

- Subcontractor operating equipment rates shall include equipment maintenance costs, including labor, equipment, parts, oil, grease, etc.
- Equipment will be reimbursed for working hours only. No reimbursement will be provided for equipment idle or down time (i.e. storage, transportation – mobilization demobilization, assembly, or maintenance repairs).
- Subcontractor not guaranteed entire scope of earthwork, **riprap or culvert pipe extension work.**

- Failure to perform work in a quality and timely could result termination of contract.
- Contractor has right to dismiss Subcontractor craft personnel for any reason, including tardiness, poor performance, poor workmanship, unsafe acts, safety violations, accidents, near misses, etc.
- Weekly Certified Payroll will be required.
- Subcontractor shall provide rigging liability insurance (if applicable).
- Drug Testing will be implemented by Rust Constructors. Subcontractor to abide by drug testing program and procedures.
- Rust Constructors shall provide Personal Protection Equipment (PPE), excluding footwear.
- Rust Constructor shall provide temporary sanitary services (i.e. porte toilets).
- Subcontractor equipment shall be in good working condition at all times and must pass inspection upon delivery to site. Subcontractor shall perform daily pre-shift equipment inspections, noting any equipment damage, required repairs, and operations issues.
- Attend required daily field coordination meetings.
- Attend weekly progress and planning meetings (as required).
- Perform daily "tool box" meetings at the work site (including AHA development)
- Implement daily pre-shift "stretch-n-flex" program.
- Comply w/ Rust Constructors accident reporting and investigation protocol.
- Subcontractor shall provide a daily report, including:
 - o Operator name and hour worked
 - o Equipment (description and #) and hour worked. Include non-working hours (e.g. idle time & maintenance / repair time)
 - o Labor & Equipment time will be coded to specific features of work, as defined by Rust Constructors Code of Accounts (to be provided)
 - o Quantities of material placed (coordinate w/ Rust Field Personnel on method of quantity tracking; for example haul truck or scarper load counts)
 - o Weather conditions (sunny, rain, overcast, temperature, etc.)
 - o Identity construction impacts or obstructions to work w/ brief description.
 - o Working location on site (i.e. feature or stationing)
 - o Accidents, injuries, or near misses
 - o Quality control issues
- Subcontractor to maintain hourly rates through Option SOW, if exercised by USACE.

Site Location

- Site Map, illustrating site access and major features of work attached.